

BEFORE THE BOARD OF COUNTY COMMISSIONERS

OF LEWIS COUNTY WASHINGTON

AUTHORIZING THE COMMUNITY)
DEVELOPMENT DIRECTOR TO EXECUTE)
AGREEMENT WITH THE WASHINGTON)
STATE DEPARTMENT OF ECOLOGY FOR)
COORDINATED PREVENTION GRANT)
FUNDS)

RESOLUTION NO. 06- 045

WHEREAS, a grant application was submitted to the Washington State Department of Ecology by the Lewis County Solid Waste Utility Division, for Coordinated Prevention Grant Funds in the amount of \$185,512 for the period 1/1/06-12/31/07; and,

WHEREAS, such funds will be used for waste reduction and recycling activities along with household hazardous waste programs and small quantity generator implementation, all to be performed by the Lewis County Solid Waste Utility; and,

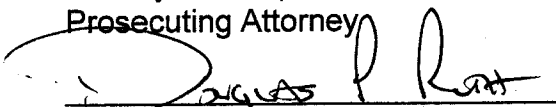
WHEREAS, it appears to be in the best interest of Lewis County to execute the agreement related to that grant application; NOW, THEREFORE

BE IT RESOLVED that the Board of County Commissioners hereby authorizes the Director of the Lewis County Community Development Department to execute the agreement for Grant No. G0600251 between the State of Washington Department of Ecology and the Lewis County Department of Community Development.

DONE IN OPEN SESSION this 6 th day of February, 2006.

APPROVED AS TO FORM:

Jeremy Randolph,
Prosecuting Attorney


by: Deputy Prosecuting Attorney

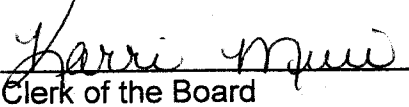
BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY WASHINGTON

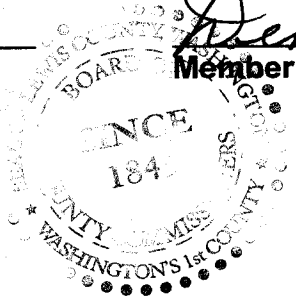

Chairman


Member


Member

ATTEST:


Clerk of the Board



STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
LEWIS COUNTY DEPARTMENT OF COMMUNITY DEVELOPMENT

Grant No: G0600251, Coordinated Prevention Grant Regular Cycle Agreement.

This is a binding agreement entered into by and between the State of Washington Department of Ecology, hereinafter referred to as ECOLOGY, and Lewis County Department of Community Development, Solid Waste Utility, hereinafter referred to as the RECIPIENT, to carry out the activities described herein.

JURISDICTION:	Lewis County Department of Community Development
MAILING ADDRESS:	PO Box 180
CITY, STATE, ZIP:	Centralia, WA 98531
RECIPIENT GRANT COORDINATOR:	Patricia Campbell
TELEPHONE:	(360) 740-1403
FAX:	(360) 330-7805
E-MAIL:	PGCampbe@co.lewis.wa.us
RECIPIENT BILLING/INVOICE COORDINATOR:	Kristen Buckman
TELEPHONE:	(360) 740-2758
FAX:	(360) 330-7805
E-MAIL:	KMBuckma@co.lewis.wa.us
ECOLOGY GRANT OFFICER:	Mike Drumright
TELEPHONE:	(360) 407-6397
FAX:	(360) 407-6305
E-MAIL:	mdru461@ecy.wa.gov
FUNDING SOURCE	Local Toxics Control Account
MAXIMUM ELIGIBLE COST	\$ 247,349
STATE GRANT SHARE	\$ 185,512
LOCAL SHARE	\$ 61,837
STATE MAXIMUM GRANT PERCENT	75 %
FEDERAL TAX IDENTIFICATION NO.	91-6001298

For the purpose of this agreement, the RECIPIENT will be allowed to match the state grant share with cash and interlocal in-kind costs in accordance with application instructions.

This agreement is effective on **January 1, 2006**. Any work performed prior to the effective date of this agreement without prior written authorization and specified in the Scope of Work will be at the sole expense and risk of the RECIPIENT. This agreement shall expire no later than **December 31, 2007**.

REGULAR CYCLE SCOPE OF WORK

The project(s) set forth below summarize the RECIPIENT's budget(s) tracked by category, goals and expected outcomes, activities with timeline, method of evaluation, and estimated project cost.* The estimated project cost is for grant officer information only; it will not be used for budget tracking purposes.

Recipient Responsibilities: The RECIPIENT is responsible for implementing activities identified in the local Comprehensive Solid Waste Management Plan and the Hazardous Waste Management Plan.

A. CATEGORY: MODERATE RISK WASTE

TOTAL CATEGORY COST - CPG-BASE: \$ 188,349

1. PROJECT TITLE: Moderate Risk Waste Collection and Disposal

Summary Description: The Moderate Risk Waste Collection and Disposal Project will focus on removing toxic substances from the solid waste stream and wastewater collection systems. The RECIPIENT shall continue year-round collection services at the Hazardous Waste Collection Facility (Hazo Hut), at the Central Transfer Station, at used oil satellite stations and at rural collection events.

Goal Statement: The goal of this project is to provide convenient opportunities for Lewis County residents and Small Quantity Generator businesses to properly dispose of hazardous wastes.

Outcome Statement: The RECIPIENT expects to divert approximately 400,000 pounds of hazardous waste per year.

Work Plan and Activities with Timeline:

1. The Hazo Hut is open to Lewis County residents every Saturday from April through October and the first Saturday of each month from November to March.
2. Contract with Philip Services Corporation to operate the Hazo Hut and provide disposal services. – Ongoing.
3. Contract with Emerald Recycling to monitor and service the County's satellite used oil collection sites and recycle the oil. – Ongoing.
4. Business waste is accepted for a fee, and on an appointment basis. – Ongoing.

Method of Evaluation: The RECIPIENT shall maintain a database to track participation numbers and waste volumes.

*** Estimated Project Cost:** \$ 178,349

2. PROJECT TITLE: Household Hazardous Waste Education

Summary Description: The Household Hazardous Waste Education Project will provide residents of Lewis County with information concerning the adverse impacts on public health and the environment of improper disposal of hazardous waste. Utilizing local media, presentations to schools and community organizations, and booths at community events, information will be disseminated concerning proper disposal, as well as toxics reduction.

Goal Statement: The goal of this project is to increase public awareness of the adverse health and environmental impacts of improper disposal of hazardous waste.

Outcome Statement: The RECIPIENT expects to increase awareness of the negative impacts of improper disposal of hazardous waste by five percent of Lewis County's population.

Work Plan and Activities with Timeline:

1. Participate in rural community events including Winlock Egg Days, Toledo Cheese Days, Morton Logger Jubilee, with a parade float and/or educational booth. – Summer 2006/2007.
2. Staff an educational booth at the Spring Youth Fair – Spring 2006/2007, and the Southwest Washington Fair – August 2006/2007.
3. Participate in other shows and community events as requested or as time and staffing allow, such as Earth Day and Lawn and Garden show. – Ongoing.
4. Prepare and print handouts, flyers and updated brochures for distribution at these events. – Spring 2006.
5. Prepare radio and newspaper ads to increase awareness of proper disposal of HHW, with emphasis on electronic waste. – Ongoing.
6. Continue presentations to schools and community groups upon request. – Ongoing.

Method of Evaluation: The RECIPIENT shall conduct a survey each year at the Southwest Washington Fair to determine if awareness among residents has increased. This is a continuation of existing surveys and data from 2006 and 2007 will be compared to data from 2004 and 2005. In addition, participation at the Hazo Hut will be analyzed.

* **Estimated Project Cost:** \$ 10,000

B. CATEGORY: WASTE REDUCTION AND RECYCLING - RESIDENTIAL

TOTAL CATEGORY COST - CPG-BW: \$ 50,000

1. PROJECT TITLE: Public Education and Outreach

Summary Description: The Public Education and Outreach Project will be a county-wide effort to increase awareness of recycling services available within the county, methods of waste prevention, and impacts of solid waste on the environment. Through school presentations, community events, and published materials, residents will hear a consistent message concerning resource conservation, proper solid waste management and sustainability.

Goal Statement: The goal of this project is to increase public awareness and knowledge about resource conservation, solid waste management and sustainability.

Outcome Statement: The RECIPIENT expects that three percent of the Lewis County population will become more aware of recycling and other county solid waste programs. As awareness increases, we anticipate an increase in the recycling rate, and a decrease in the per capita waste generation rate.

Work Plan and Activities with Timeline:

1. Participate in rural community events including Winlock Egg Days, Toledo Cheese Days, Napavine Funtime, Morton Logger Jubilee, with a parade float and/or educational booth. – Summer 2006/2007.
2. Staff an educational booth at the Spring Youth Fair – Spring 2006/2007, and the Southwest Washington Fair – August 2006/2007.
3. Participate in other shows and community events as requested or as time and staffing allow, such as Earth Day and Lawn and Garden show. – Ongoing.
4. Prepare and print handouts, flyers and updated brochures for distribution at these events. – Spring 2006.
5. Prepare radio and newspaper ads to increase awareness of waste reduction and recycling opportunities throughout the county. – Ongoing.
6. Continue presentations to schools and community groups upon request. – Ongoing.
7. Participate in the Washington State Recycling Association and attend the annual conference. – May 2006/2007.

Method of Evaluation: The RECIPIENT shall survey 100-200 county residents at two public events in 2006 and 2007. The survey will be designed to measure the public's awareness, knowledge and attitudes about Lewis County's recycling and solid waste programs and give feedback on the design of educational materials.

*** Estimated Project Cost:** \$ 15,000

2. PROJECT TITLE: Special Collection Events

Summary Description: Through special collection events, the RECIPIENT will provide opportunities for residents to recycle tires and appliances at a reduced or no cost.

Goal Statement: The goal of this project is to reduce accumulations of tires and appliances thus reducing breeding grounds for disease-carrying vectors.

Outcome Statement: The RECIPIENT expects to recycle approximately 2000 appliances and 4300 tires during these collection events.

Work Plan and Activities with Timeline:

1. Offer a tire recycling event. – Spring or Fall 2006.
2. Offer an appliance recycling event. – Spring or Fall 2007.

Method of Evaluation: The RECIPIENT will track the number of tires and appliances recycled during these events.

*** Estimated Project Cost:** \$ 32,000

3. PROJECT TITLE: Waste Exchange Project

Summary Description: The RECIPIENT shall partner with the DEPARTMENT and other counties to promote the online exchange of household items through 2good2toss.com. In addition, a minimum of one "ReUse Fair" each year in order to allow residents to obtain usable items from others at no cost, while diverting reusable items from landfill disposal.

Goal Statement: The goal of this project is to reduce the amount of "reusable" items from being disposed of in the landfill.

Outcome Statement: The RECIPIENT expects up to 50 residents will drop off items for reuse, and approximately 150 residents will pick up and reuse these items. Total diversion is estimated at two tons per event and diversion from the 2good2toss program is estimated at 50 tons per year.

Work Plan and Activities with Timeline:

1. Promote 2good2toss.com, the online materials exchange program. – Ongoing.
2. Publicize, promote and host Reuse Fair(s). – April 2006 and 2007.

Method of Evaluation: The RECIPIENT will monitor the 2good2toss website and annually calculate the tons of materials diverted from the Central Transfer Station. The RECIPIENT shall track participation and estimated pounds diverted through the ReUse Fairs.

*** Estimated Project Cost:** \$ 3,000

C. CATEGORY: ORGANICS

TOTAL CATEGORY COST -CPG-BW: \$ 9,000

1. PROJECT TITLE: Public Education and Outreach

Summary Description: With partnership with the WSU/Lewis County Cooperative Extension office and the Master Recycler Composter (MRC) program, approximately 15 newly trained volunteers will provide assistance to staff in community outreach and education. Also, these volunteers will assist with the annual Christmas tree recycling program, maintain a composting demonstration site, and conduct workshops on composting, vermiculture, and environmentally friendly lawn and garden care.

Goal Statement: The goal of this project is to increase public knowledge about the techniques and benefits of backyard composting, which will increase participation, thereby diverting residential yard waste from landfill disposal.

Outcome Statement: The RECIPIENT expects to see a five percent reduction in the amount of yard waste (per capita) disposed at the Central Transfer Station.

Work Plan and Activities with Timeline:

1. MRC's host Christmas tree recycling event. – January 2006
2. Volunteers assist with Lawn & Garden Show. – March 2006

3. Volunteers conduct a composting workshop at the compost demonstration site. – May 2006
4. Use existing MRC volunteers at community events to encourage a new group of volunteers for training. – March, June, August 2006
5. Conduct new volunteer training. September – October 2006

Method of Evaluation: The RECIPIENT will track 2006 and 2007 disposal numbers (waste disposed of and participation) and compare with 2005 figures. In addition, the number of Christmas trees recycled will be documented.

* **Estimated Project Cost:** \$ 9,000

COMMUNICATION

ECOLOGY's regional grant officer (Mike Drumright) will contact the RECIPIENT grant coordinator as needed to monitor progress toward goals and check consistency with Work Plans and Timelines. It is the responsibility of the RECIPIENT to contact his or her grant officer with any other questions or concerns regarding the grant. Grant officers are available to provide technical assistance at any time during the grant cycle.

BILLING AND REPORTING

A payment request consists of Forms A-19, B2, C2 and a progress report. Unless stated otherwise in this agreement, the RECIPIENT must submit a payment request (with a progress report) at least quarterly, but no more often than once per month.

ECOLOGY may require additional voucher support documentation to be submitted with each payment request. The RECIPIENT must keep record of supporting documents in accordance with the requirements outlined in the most recent revision of Administrative Requirements for Recipients of Ecology Grants and Loans and make these documents available to ECOLOGY staff upon request.

The RECIPIENT must also complete and submit a Final Performance Analysis (FPA) including the effectiveness of the approaches used and any lessons learned. The FPA must be submitted with the final payment request, unless instructed otherwise by ECOLOGY. The final payment request and the FPA are due **February 15, 2008** for regular cycle grants.

REGULAR CYCLE CPG BUDGET

CATEGORY	TOTAL CATEGORY COST: CPG BASE (174/H09)	TOTAL CATEGORY COST: BW PROVISIO (174/H18)
1. MODERATE RISK WASTE	\$ 188,349	
2. WASTE REDUCTION & RECYCLING - RESIDENTIAL		\$ 50,000
3. ORGANICS		\$9,000
TOTAL MAXIMUM ELIGIBLE COST	\$ 188,349	\$ 59,000

FUND SOURCE: CPG BASE (174/H09)

MAXIMUM ELIGIBLE COST		\$ 188,349
FUND	GRANT PERCENT (%)	STATE GRANT SHARE
Local Toxics Control Account (LTCA)	75 %	\$ 141,262
MATCH REQUIREMENT	MATCH PERCENT (%)	LOCAL SHARE
Cash Match or Interlocal Costs	25 %	\$ 47,087

FUND SOURCE: BW PROVISIO (174/H18)

MAXIMUM ELIGIBLE COST:		\$ 59,000
FUND	GRANT PERCENT (%)	STATE GRANT SHARE
Local Toxics Control Account (LTCA)	75 %	\$ 44,250
MATCH REQUIREMENT	MATCH PERCENT (%)	LOCAL SHARE
Cash Match or Interlocal Costs	25 %	\$ 14,750

ADDITIONAL BUDGET CONDITIONS

- Overhead is eligible; the RECIPIENT may charge 25 percent of salaries and benefits for time devoted specifically to projects outlined in this agreement.
- The RECIPIENT contact for billing and invoice questions is:
 RECIPIENT BILLING/INVOICE COORDINATOR: Kristen Buckman
 TELEPHONE: (360) 740-2758
 FAX: (360) 330-7805
 E-MAIL: KMBuckma@co.lewis.wa.us
- Grant payments should be made payable to: Lewis County Solid Waste Utility
- Grant payments should be mailed to this address:

JURISDICTION: Lewis County Solid Waste Utility
 ATTN: Kristen Buckman
 MAILING ADDRESS: PO Box 180
 CITY, STATE, ZIP: Centralia, WA 98531

SPECIAL TERMS AND CONDITIONS

A. INTERLOCAL AGREEMENTS

If parties other than the RECIPIENT are contributing to the local share of project costs, memoranda of understanding or other written agreements confirming the contribution must be negotiated. These agreements must specify the exact work to be accomplished and be signed by all parties contributing to the local match of this project. Copies of these agreements shall be submitted to ECOLOGY.

B. PROCUREMENT AND CONTRACTS

1. The RECIPIENT shall follow their standard procurement procedures and/or applicable state law in awarding contracts; RECIPIENTS with no formal procurement procedures must comply with the "Standards for Competitive Solicitation", found in the most recent revision of Administrative Requirements for Recipients of Ecology Grants and Loans.
2. Following execution, at the request of ECOLOGY, the RECIPIENT shall submit a copy of all requests for qualifications (RFQs), requests for proposals (RFPs), and bid documents relating to this grant agreement to ECOLOGY.
3. The RECIPIENT may use existing contracts that conform to adopted procurement procedures and applicable state laws. The RECIPIENT shall notify ECOLOGY if it used contracts entered into prior to the execution of the grant agreement for performance of grant funded activities.

C. SEPA COMPLIANCE

To ensure that environmental values are considered by the state and local government officials when making decisions, the RECIPIENT shall comply with the provisions of the State Environmental Policy Act (SEPA), Chapter 41.23C RCW, and the SEPA Rules, Chapter 197-11 WAC. Copies of the SEPA documents shall be sent to:

ECOLOGY's Environmental Review and Transportation Section
P.O. Box 47703
Olympia, WA 98504-7703

D. WETLANDS PROTECTION

To comply with the directive of Executive Order 90-04, Protection of Wetlands, all local governments are requested and encouraged to make all of their actions consistent with the intent of this executive order; specifically, (1) to avoid, to the extent possible, adverse impacts associated with the destruction or modification of wetlands, and (2) to avoid direct or indirect support of new construction in wetlands wherever there is a practical alternative.

E. FAILURE TO COMMENCE WORK

ECOLOGY reserves that right to terminate this agreement in the event the RECIPIENT fails to commence work on any of the projects funded herein within six (6) months after the effective date.

F. PROJECT INCOME

Any income directly generated as a result of the activities funded by this grant shall be reported as a credit against the expenses of that activity, as required by ECOLOGY's Administrative Requirements for Recipients of Ecology Grants and Loans.

G. GRANT REPORTING

The RECIPIENT, in conjunction with submission of payment requests, or at the request of the grant officer, shall prepare Progress Reports and submit them to ECOLOGY. The RECIPIENT must also complete and submit a Final Performance Analysis (FPA).

H. PROMOTIONAL AND EDUCATIONAL MATERIALS

A copy of all promotional and educational materials developed as part of this agreement shall be submitted to ECOLOGY concurrent with public distribution. ECOLOGY shall have the right to use any printed materials developed as part of this agreement in any manner ECOLOGY deems appropriate. The Washington State Department of Ecology will be acknowledged for providing funding in all published material and oral presentations that result from this agreement.

I. AMENDMENTS AND MODIFICATIONS

No subsequent modification(s) or amendment(s) of this grant agreement shall be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made part of this agreement; *except* a letter of amendment will suffice to redistribute the budget without increasing the total maximum eligible cost or to change ECOLOGY's grant officer or the RECIPIENT's grant coordinator or to extend the period of performance as set forth in this grant agreement.

J. MINORITY AND WOMEN'S BUSINESS PARTICIPATION *(It is not mandatory for the RECIPIENT to abide by Part J of the Special Terms and Conditions; however, it is highly encouraged.)*

The RECIPIENT agrees to solicit and recruit, to the maximum extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated after the effective date of this Agreement.

In the absence of more stringent goals established by the RECIPIENT's jurisdiction, the RECIPIENT agrees to utilize ECOLOGY's goals for minority- and women-owned business participation in all bid packages, request for proposals, and purchase orders. These goals are expressed as a percentage of the total dollars available for the purchase or contract and are as follows:

Construction/Public Works	10% MBE	6%WBE
Architecture/Engineering	10% MBE	6%WBE
Purchased Goods	8% MBE	4%WBE
Purchased Services	10% MBE	4%WBE
Professional Services	10% MBE	4%WBE

No contract award or rejection shall be made based on achievement or non-achievement of the goals. Achievement of these goals is encouraged, however, and the RECIPIENT and ALL prospective bidders or persons submitting qualifications may take the following affirmative steps in any procurement initiated after the effective date of this agreement:

1. Include qualified minority and women's businesses on solicitation lists.
2. Assure that qualified minority and women's businesses are solicited whenever they are potential sources of services or supplies.
3. Divide the total requirements, when economically feasible, into smaller projects or quantities to permit maximum participation by qualified minority and women's businesses.

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4. Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
5. Use the services and assistance of the State Office of Minority and Women's Business Enterprises (OMWBE) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

The RECIPIENT may report to ECOLOGY payments made to qualified firms at the time of submitting each invoice and on forms provided by ECOLOGY; the information should include:

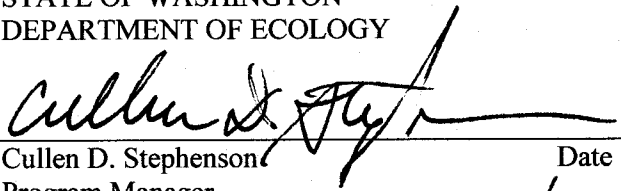
- Name and State OMWBE certification number of any qualified firm receiving funds under the voucher, including any sub-and/or sub-subcontractors.
- The total dollar amount paid to qualified firms under this invoice.

K. ALL WRITINGS CONTAINED HEREIN

This agreement, the appended "General Terms and Conditions", and ECOLOGY's Administrative Requirements for Recipients of Ecology Grants and Loans, contain the entire understanding between the parties, and there are no other understandings or representations except as those set forth or incorporated by reference herein.

IN WITNESS WHEREOF, the parties hereby execute this Grant Agreement:

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY


Cullen D. Stephenson
Program Manager
Solid Waste and Financial Assistance

Date

2/13/06

LEWIS COUNTY
DEPARTMENT OF COMMUNITY DEVELOPMENT


Authorized Official

Date

2/6/06

ROBERT A. JOHNSON
Print Name of Authorized Official

APPROVED AS TO FORM ONLY
Assistant Attorney General

DIRECTOR OF COMMUNITY DEV,
Title

PROCUREMENT CERTIFICATION FORM

Recipient: Lewis County Department of Community Development

Grant Name: Coordinated Prevention Grant

Grant No.: G0600251

The undersigned, on behalf of the Recipient, certifies that the Recipient:

(check and complete one of the following)

☐ will follow Recipient's own adopted procurement procedures and applicable state law in procuring grant-related public works contracts, professional and personal services contracts, and purchase agreements. The procurement procedures were adopted _____ (date) by _____ (adopting authority) and are recorded in _____ (document name).

☒ having no applicable, adopted procurement procedures, will follow the Standards for Competitive Solicitation found in the Administrative Requirements for Ecology Grants and Loans, WDOE 91-18 (Revised October 2000) (the "Yellow Book"), and applicable state laws in procuring grant-related public works contracts, professional and personal services contracts, and purchase agreements.

AUTHORIZED SIGNATURE

DATE

TITLE


LEGAL COUNSEL SIGNATURE

1/31/06
DATE

TITLE